Address New Owner:
FIRST X REALTY L.P.
P.O. BOX 8216, WACO, TX 76714

Tax Bills to:
SAME AS NEW OWNER

When Recorded Return to:
FIRST AMERICAN TITLE INS. CO.
3200 Southwest Freeway, Suite 3050
Houston, TX 77027

This Instrument Prepared By:
Stanley M. Walker, Esquire
Exxon Company, U.S.A.
(a division of Exxon Corporation)
P. O. Box 2180
Houston, Texas 77252-2180

MAP & PARCEL NOS.
Map 44; Parcel 12
Field Book # 4D 35050

SPECIAL WARRANTY DEED

BOOK 10689 PG 851

STATE OF TENNESSEE §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DAVIDSON §

THAT this Special Warranty Deed made this 10th day of November, 1997, by EXXON CORPORATION, a corporation created and existing under and by virtue of the laws of the State of New Jersey, successor in interest to Humble Oil & Refining Company and duly authorized to transact business in the State of Tennessee, with an office and place of business at 800 Bell Street, Houston, Harris County, Texas 77002-7426, hereinafter referred to as "Grantor"; and FIRST X REALTY, L.P., a Texas limited partnership, of P.O. Box 8216, Waco, Texas 76714, hereinafter referred to as "Grantee", whether one or more.

WITNESSETH:

THAT Grantor, in consideration of TWO HUNDRED FIFTY NINE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS ($259,500.00) to it paid, the receipt of which is hereby acknowledged, does grant, bargain, sell and convey unto Grantee, its heirs and assigns, all that real property situated in the City of Old Hickory, County of Davidson, State of Tennessee, and being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made by Grantor and accepted by Grantee subject to Grantor's right to re-enter as described herein and all valid and subsisting easements, rights-of-way, conditions, covenants, restrictions, reservations and exceptions of record, including all building and zoning ordinances, laws, regulations and restrictions by municipal or other governmental authority applicable to the Property (collectively the "Permitted Encumbrances)".

Grantee acknowledges that the Property has been used as an automobile service station for the storage, sale, transfer and distribution of motor vehicle fuel, petroleum products or derivatives containing hydrocarbons, and that such fuel, products or derivatives or other related substances may have been spilled, leaked, or otherwise discharged onto or into the Property causing contamination to the soil or groundwater on or under the Property.

Grantor has conducted an environmental site assessment to determine the presence of petroleum hydrocarbons in the soil or groundwater on and under the Property. The written reports setting forth the results of such assessment delineate the amount and location of any hydrocarbons identified in the soil and/or groundwater and establishes the "Baseline Condition" of the Property. If further testing or remediation is required by any governmental authority with jurisdiction over the environmental condition of the Property, the Baseline Condition shall be modified as reasonably indicated by the results of such tests.

Grantor will undertake such remediation of the Baseline Condition as Grantor reasonably deems necessary or appropriate to comply with applicable laws, regulations or government orders and will remediate the Baseline Condition to the levels required by applicable governmental authorities. Grantor shall not be responsible for investigation or remediation of (or any costs or expenses related to) any hydrocarbons or other contamination deposited on or into the Property after the Effective Date, or migrating onto or into the Property after the Effective Date, except to the extent such contamination was actually caused by Seller.

The owner of the Property will be responsible for investigation and/or remediation of any hydrocarbons or other contamination deposited on or into the Property after the Effective Date.

Grantee, its successors and assigns will give Grantor not less than five (5) days written notice prior to performing any additional tests to determine the environmental condition of the Property so that Grantor may have the opportunity to be present and to split test samples. Grantee, for itself, its successor and assigns, further agrees that any such tests shall be conducted in a manner so as not to interfere with Grantor's remediation activities on the Property.

The owner of the Property shall assign to Grantor any and all right, claim or interest which the owner of the Property or the Property may have to payment or reimbursement by any third party or any governmental authority in connection with remediation of the Baseline Condition, but only to the extent that Grantor has incurred the cost of remediation.

Grantor reserves the exclusive right to negotiate with any third party or governmental authority regarding testing and/or remediation efforts for any investigation or remedial work performed by Grantor pursuant to this Deed or which a third party or governmental authority may require.

During the period in which Grantor is performing remediation or monitoring activities on the Property, Grantor and the owner of the Property will upon written request provide to the other copies of all reports, correspondence, notices and communications sent to or received from any governmental authority regarding the environmental condition of the Property or any remediation and/or investigation at the Property. Immediately upon entering into a contract of sale or lease of the Property, the owner of the Property will provide to Grantor the name(s) and address(es) of the proposed purchaser or lessee of the Property to facilitate the giving of notices and exchanges of correspondence as provided in this paragraph.

GRANTOR'S REMEDIATION RESPONSIBILITIES SHALL INURE ONLY TO THE BENEFIT OF GRANTEE, THE IMMEDIATE SUCCESSOR IN TITLE TO GRANTEE, AND THE LENDING INSTITUTIONS HOLDING THE MORTGAGES TO FINANCE THE PURCHASES OF THE PROPERTY BY GRANTEE AND BY GRANTEE'S IMMEDIATE SUCCESSOR IN TITLE, AND NOT TO SUBSEQUENT PURCHASERS, ASSIGNS, OR SUCCESSORS OF EITHER OR ANY OTHER PERSON OR ENTITY.

Grantor reserves the right of access to the Property, at no cost to Grantor, for Grantor, Grantor's employees, agents and contractors for the purpose of conducting investigation and remediation operations. Grantor shall, to the extent practicable consistent with sound remediation practices, undertake such investigation and remediation actions in a manner that will not unreasonably disrupt any operations on the Property. Grantor will not be liable to the owner of the Property, its successors, assigns, tenants or users for business disruption or any other damage, injury or loss whatsoever resulting from such access or remediation; however, Grantor will not prevent the owner of the Property or its tenants from using the Property unless such prevention results from complying with a requirement of any governmental authority. The owner of the Property shall be responsible for any cost or expense to relocate, repair, or replace investigation and/or remediation equipment resulting from the acts or omissions of the owner of the Property or its contractors, invitees, or employees and shall reimburse Grantor for such costs.

As further consideration for this conveyance, Grantee, its heirs, legal representatives, successors and assigns, shall be responsible for, and shall defend (with counsel acceptable to Grantor) and indemnify Grantor from and against any loss, claim, damage or liability to include property damage and personal injury and to include any claim made under CERCLA and RCRA, asserted by any third party or public authority, arising out of or in relation to any surface or subsurface contamination of the Property which may occur on the Property after Effective Date, unless caused by the activities of Grantor, its contractors, agents, or employees. Grantee shall bear the burden of proving that such environmental contamination was caused by Grantor. If such property damage, personal injury, or loss results from the joint negligence or willful misconduct of Grantor and the owner of the Property, the Property owner's duty of indemnification shall be in proportion to its allocable share of such joint negligence or willful misconduct.

The conditions, covenants and other provisions set out in this Deed shall be covenants running with the land and shall be binding upon and (except as expressly provided otherwise) shall inure to the benefit of the parties, their subsidiaries, affiliates, legal representatives, heirs, successors and assigns as applicable.

Ad valorem taxes and special assessments, if any, against the Property for the year in which the Effective Date occurs will be pro-rated between Grantor and Grantee as of the Effective Date, and Grantee hereby assumes and agrees to pay same.

TO HAVE AND TO HOLD the Property, together with the appurtenances, estate, title and interest thereto, unto Grantee, Grantee's successors, heirs and assigns forever, subject to the provisions hereof, and in lieu of all other warranties, express or implied, (except any warranties stated in the contract of sale for the Property which, by their terms, survive closing), Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend the title to the Property unto Grantee, Grantee's successors, heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the Permitted Encumbrances.

IN WITNESS WHEREOF, Grantor has caused these presents to be subscribed by its Vice President, R G Rich _____, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, William C Rigg _____, all as authorized by the Board of Directors.

GRANTOR:

EXXON CORPORATION

ATTEST:

By: William C. Riggs
Name: WILLIAM C. RIGGS
Title: Assistant Secretary

By: R L Rich
Name: R L. RICH
Title: Vice President

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned, a Notary Public in and for the State and County aforesaid, this day personally appeared R.L. RICH, with whom I am personally acquainted and who, upon oath, acknowledged himself to be a Vice President of Exxon Corporation, the within named bargainor and that he as such Vice President being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Vice President.

Witness my hand and Notarial Seal of Office in said State and County, this 10TH day of NOVEMBER, 1997.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

Sue S. Werner
Notary Public, State of Texas
My Commission Expires: 2-29-00

GRANTEE:

FIRST X REALTY, L.P.

By: First X Corp., General Partner

By: Kathy S. McNair
Name: Kathy S. McNair
Title: Senior Vice President

ATTEST:

By: Karen E. Moore
Name: Karen E. Moore
Title: Assistant Secretary

STATE OF TEXAS §
§
COUNTY OF Harris §

Before me, the undersigned, a Notary Public in and for the State and county aforesaid, this day personally appeared _____, with whom I am personally acquainted and who, upon oath, acknowledged himself to be _____ of First X Corp., a Texas corporation and general partner of FIRST X REALTY, L.P., a Texas limited partnership, the within named bargain or and that she/he as such _____ being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation as general partner of the limited partnership.

Kathy S. McNair, Sr. Vice President, herself

Witness my hand and Notarial Seal of Office in said State and County, this 12th day of November, 1997.

ALLISON LEE LINDBLADE
MY COMMISSION EXPIRES
November 1, 2000

Notary Public, State of Texas
My Commission Expires: 11/01/00

97 NOV 19 PM 2:41
FELIX Z. [illegible] REGISTER
DAVIDSON COUNTY, TN.

IDENTIFICATION REFERENCE
0371508

51373. dee
Bulk '97

FILM 10689 855

STATE OF TEXAS §
§
COUNTY OF HARRIS §

I, or we, hereby swear or affirm that to the best of affiants knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $259,500.00, which amount is equal to or greater than the amount which the property transferred would command at a fair and voluntary sale.

AFFIANT:

EXXON CORPORATION

By: R.L. RICH
Name: R.L. RICH
Title: Vice President

Subscribed and sworn to before me this the 10TH day of NOVEMBER, 199__.

SUE S. WERNER
NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES
FEBRUARY 29, 2000

Sue S Werner
Notary Public, State of Texas
My Commission Expires: 2-29-00

3499 11/19 0101 03CHECK 985.15

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Bulk '97

SP #5-1373
Old Hickory, TN

EXHIBIT "A" TO SPECIAL WARRANTY DEED FROM
EXXON CORPORATION TO
FIRST X REALTY, L.P.
P.O. Box 8216
Waco, Texas 76714

BOOK 10689 PG 856

Land in the 4th Civil District of Davidson County, Tennessee, being part of Tract 18 of the property of Nashville Industrial Corporation in Old Hickory, Tennessee, described according to a survey made by Parrish-Ragan, Inc., January 5, 1970, as follows:

Beginning at a concrete Highway Department monument on the northerly margin of Robinson Road and the intersection of the new right-of-way of Old Hickory Boulevard, said monument being 35 feet north of the original center line of Robinson Road; thence with the new margin of Old Hickory Boulevard, north 11° 14' West 131.70 feet to a concrete Highway Department monument on the original southerly margin of Old Hickory Boulevard; thence to the right with an interior angle of 122° 33' with the southerly margin of Old Hickory Boulevard, north 46° 13' east 534.10 feet to an iron stake, being the southwesterly line of the property conveyed to Old Hickory Box & Lumber Company by deed from Marium Richardson Sanders, et al, of record in Book 4317, page 522, Register's Office for said County; thence with said line to the right with an interior angle of 90° 53', south 44° 40' east 884.50 feet to an angle iron in the northwesterly line of the property conveyed to Old Hickory Box & Lumber Company by deed of correction from Nashville Industrial Corporation, of record in Book 2864, page 280, said Register's Office; thence with said line to the right with an interior angle of 89° 54', south 45° 26' west 87.20 feet to an angle iron on the northerly margin of Robinson Road; thence to the right with an interior angle of 123° 40' to the long chord of a curve (bearing of north 78° 14' west 939.20 feet) having a radius of 1181.28 feet, 965.92 feet around said curve to the point of beginning and making an interior angle of 113° 00' to the long chord of said curve with the first call of this survey, containing 6.21 acres, more or less.

Being the same property conveyed to Exxon Corporation f/k/a Humble Oil & Refining Company by deed from Nashville Industrial Corporation, of record in Book 4453, page 823, and by Merger of record in Book 4673, page 644, Register's Office for Davidson County, Tennessee.

INCLUDED IN THE ABOVE DESCRIPTION, BUT EXPRESSLY EXCLUDED THEREFROM, is the following-described tract conveyed to Gene Jackson, W. C. Langford and Billy R. Jones, Trustees of the Old Hickory Assembly of God, by deed from Exxon Corporation, a New Jersey corporation, of record in Book 5223, page 11, Register's Office for Davidson County, Tennessee:
Commence at a concrete Highway Department Monument on the northerly margin of Robinson Road at the intersection of the new right-of-way of Old Hickory Blvd., said monument being 35 feet north of the original centerline of Robinson Road, being a tract of land in Old Hickory, Davidson County, Tennessee, and part of the land conveyed to Nashville Industrial Corp. (a Delaware corp.) by Deed of record in Book 749, Page 249, R.O.D.C. Tennessee; thence run N 11° 14' W a distance of 131.70 feet to a point; thence run N 46° 13' E a distance of 250.0 feet to the point of beginning; Thence continue N 46° 13' E a distance of 284.1 feet to a point; Thence run S 44° 40' E a distance of 884.5 feet to a point; Thence run S 45° 26' W a distance of 87.20 feet to the northerly right-of-way of Robinson Road; thence to the right along a curve to the left (the northerly right-of-way of Robinson Road) a distance of 610.39 feet and radius of 1181.28 feet (long cord bearing N 69° 37' 11" W and length of 603.99 feet) to a point; Thence run N 3° 16' E a distance of 72.0 feet to a point; Thence run N 43° 47' W a distance of 293.0 feet to the point of beginning, containing 4.61 acres, more or less.

51373. dee
Bulk '97

RECORDERS MEMO
LEGIBILITY OF WRITING, TYPING O
PRINTING IN THIS DOCUMENT
UNSATISFACTORY WHEN REC

OFFICIAL RECEIPT

FELIX Z. WILSON, II

REGISTER OF DAVIDSON COUNTY
NASHVILLE, TENNESSEE

RECEIVED OF _____

FOR _____ BOOK 10689 PG 857

CO - CONVEYANCE	CC - CERTIFIED COPY	MISC - MISCELLANEOUS
MO - MORTGAGE	REL - RELEASE	CO TX - STATE TAX CONVEY
WD - WARRANTY DEED	UCC - UNIFORM COMMERCIAL CODE	MO TX - STATE TAX MORT
TD - TRUST DEED		PRFEE - PROBATE FEE

DATE	SYMBOL	VALUATION	TAX AND FEES	TOTAL PAID

CAMT 259500.00
CON TX 960.15
PRFEE 1.00
WDEED 24.00
TOTAL 985.15
CHECK 985.15
11/19/97 01 14:50 0001 3499

RECEIPT IS NOT VALID UNTIL CHECK IS PAID BY BANK

0371508
IDENTIF. REFERENCE

97 NOV 19 PM 2:41
FELIX Z. WILSON, II REGISTER
DAVIDSON COUNTY, TN.

No.1222646